

GENERAL TERMS AND CONDITIONS

of the commercial company ROHLIG SUUS Logistics Slovakia s.r.o., ID No.: 52765091, registered office: Galvaniho 15/C, 821 04 Bratislava, registered in the Commercial Register kept by the Municipal Court of Bratislava III, Section Sro, Insert No. 142350/B, as the purchaser of transport (freight forwarder), (hereinafter referred to as "the Company")

I. Introductory provisions

The Company is authorised to carry out business activity, the subject of which is to procure the transportation of items intended for the Company's client as the principal/ordering party, (hereinafter referred to as the "Client"), as a single unit, at one point in time for transportation as a consignment, (hereinafter referred to as the "Consignment"), according to his instructions from a certain place to a certain other place by road, by sea, by rail, by inland waterway or by air, or by a combination of these methods (multimodal transport), or, where applicable, to arrange or perform for the Client at the same time the acts related to the transport or receipt of funds or documents from the consignee of the consignment.

II. Forwarding contract

1. The Company shall arrange the carriage of the consignment and related acts for the Client on his/her behalf under the terms and conditions agreed in the Forwarding Contract, based on the Client's instructions contained in the order or other order for the carriage of the consignment delivered to the Company (hereinafter referred to as the "Forwarding Order"). The Client shall always deliver the Forwarding Order to the Company (email is sufficient) so that it is received by the Company on a business day at least 72 hours before the requested time of commencement of the shipment. The Company shall send the Client, upon request, a specimen forwarding order containing the details for the proper conclusion of the forwarding contract.

2. The Company shall accept (confirm) the forwarding order by sending back to the Client the confirmed forwarding order (email is sufficient). The Company's confirmation of the forwarding order constitutes the conclusion of a forwarding contract with the content corresponding to the forwarding order confirmed by the Company. If the Company does not accept (confirm) the Forwarding Order, it shall, at the Client's request, notify the Client of the reasons for its non-acceptance.

3. The Company shall be entitled to request the Client to complete or specify the content of the forwarding order or to deliver it in printed form and to postpone its execution or the transport of the consignment until such time.

4. The Company shall be entitled to carry out the carriage of the consignment itself or to use another freight forwarder to carry out the carriage of the consignment.

5. The Company shall not arrange for the Client to transport shipments containing:

(a) explosives, weapons and military material,

- b) narcotic drugs and psychotropic substances,
- c) live animals and human or animal remains,
- (d) securities and commercial documents,
- (e) money, jewellery, precious stones, valuables, credit cards, lottery tickets, works of art or other objects of particularly high value,
- (f) goods classified under ADR Classes 1, 6.2 and 7, goods under IATA DGR and other items which may be handled only with special authorisation,
- (g) waste,
- (h) damaged goods, goods requiring a non-standard method of packing, transport, equipment or modification of the storage space of the means of transport,
- (i) goods which cannot lawfully be possessed or transported,
- (j) counterfeit goods or items infringing industrial or other intellectual property rights in the country of departure, transit or destination, (hereinafter collectively referred to as "Excluded Shipment").

The carriage of Excluded Shipments is only possible by prior specific written agreement between the Company and the Client.

6. In case of doubt, the Company shall be entitled to open the Shipment and examine the contents of the Shipment only to the extent necessary to ascertain the nature of its contents. In the event that the Client hands over an Excluded Shipment to the Company for the procurement of carriage without the Client's consent, the Client shall pay to the Company all costs of returning the Excluded Shipment to the Client or of storing and destroying the Excluded Shipment in accordance with applicable law. The Client shall collect the Excluded Shipment at its own cost and risk at the place of dispatch at the time specified by the Company, unless otherwise agreed with the Client in a particular case.

7. The Company is only obliged to insure the Consignment if so stated in the Forwarding Order, and only up to the declared value of the Consignment, for the usual insurance risks and at current market conditions, unless otherwise agreed with the Client in a particular case. The Company shall select an insurer at its discretion if the Client does not select one in the forwarding order or if the insurer selected by the Client refuses to insure the shipment. In the event of a claim, the Company shall assign all rights under the insurance contract to the Client, provided that the Company shall not be obliged to pursue any claims under the insurance contract on its own behalf or to pay the costs of pursuing claims against the insurer.

III. Remuneration of the Company, reimbursement of expenses and payment terms

1. the Client shall pay to the Company the remuneration in the amount, exclusive of VAT, stated in the forwarding order, with the remuneration being payable within the period stated in the invoice.

2. In the event of cancellation of an individual forwarding contract or failure to complete the carriage of a consignment due to reasons on the Client's side or force majeure, the Company shall be entitled to remuneration and reimbursement of all costs incurred, otherwise the Company shall only be entitled to reimbursement of the costs it has incurred.

3. The Client shall pay to the Company all costs associated with the carriage of the consignment (including but not limited to import, storage, standing, delay charges, incidental charges, duties and other expenses incurred from the time of the conclusion of the contract until the delivery of the consignment). The costs are payable within the period stated in the invoice. The Client shall, at the Company's request, provide the Company with an advance payment for the fees and expenses, up to the amount expected by the Company, if requested by the Company, prior to the commencement of the procurement of carriage of the consignment. The period of performance of the Forwarding Contract shall be extended by the time from the Client's receipt of the request for the advance until the advance has been advanced to the Company.

4. The Client grants the Company permission to prepare and send tax documents (invoices) in electronic form. The Company shall not be obliged to attach any documents relating to the shipment, its sender or recipient to the tax documents.

IV. Client's Instructions and Shipment Transportation

1. The Client is obliged to provide, with due professional care, in the forwarding order or otherwise, well in advance of the shipment being transported, the correct details of the contents of the shipment and of any other facts necessary to negotiate the conditions of carriage of the shipment and to carry out the related operations. The Client is obliged to notify the consignee of the consignment at least 24 hours in advance of the time, place and conditions of its release and to arrange for the designated consignee or his/her representative to take over the consignment or, at the same time, to deliver to the Company the details of another consignee of the consignment who will take over the consignment.

2. In the case of a shipment of a special nature, the Client shall notify the Company of the required type of means of transport and its special equipment in respect of such special nature of the shipment. The Client shall notify the Company of the higher value of the consignment and the need to take special measures in its transportation and handling, including insurance.

3. The Client is obliged to state correctly and completely in the forwarding order at least:

- (a) the name of the person authorised to act for the Client, his/her functions and the contact details of this person, enabling direct communication,
- b) the place and date of receipt of the shipment and its destination,
- c) the name and exact address of the recipient, the designation of the natural person authorized to receive the shipment and his/her contact details, allowing direct communication,
- (d) the usual designation of the nature of the consignment and the type of packaging; in the case of items of a dangerous nature, their designation according to ADR/RID, IATA DGR,

- (e) the number of pieces, their special marks and numbers,
- (f) the gross weight (individual pieces) of the consignment or otherwise the quantity of goods and dimensions of the consignment,
- (g) the value of the consignment in EURO or USD,
- (h) all instructions and documents necessary for customs and other official acts,
- (i) the amount and currency of the credit to be collected on delivery of the consignment,
- (j) a list and general characteristics of the documents to be collected on delivery of the consignment,
- (k) a list of the documents handed over relating to the consignment,
- (l) instructions concerning the insurance of the consignment, including the insured value,
- (m) the place and date of issue.

4. The Client is obliged to attach to the forwarding order or make available to the Company upon receipt of the consignment the tax receipt for the purchase of the goods contained in the consignment (invoice) containing their value, or the delivery note, documents necessary for customs and other official negotiations carried out prior to the release of the consignment, and to provide the Company immediately with any information requested by it.

5. The Company shall not be obliged to verify the accuracy or completeness of the information given in the forwarding order or otherwise communicated by the Client, nor the accuracy and completeness of the accompanying documents. The Client shall pay to the Company all damages and costs incurred by the Company as a result of incomplete or incorrect information provided in the forwarding order or otherwise notified to the Company by the Client.

6. The Client shall be entitled to give the Company additional instructions regarding the handling of the consignment and the actions related thereto. The Company shall be entitled to deviate from the Client's instructions if it is in the Client's interest and the Company cannot obtain the Client's timely consent.

7. The Client is entitled to dispose of the consignment until it is delivered to the consignee, in particular the Client may require the Company to stop the carriage and return the consignment, change the place of delivery or deliver the consignment to a consignee other than the one specified in the forwarding order, all this only insofar as the execution of such an order at the time of carriage is possible and will not interfere with other carriage procured by the Company, provided that the Client shall indemnify the Company against all damages and costs incurred by the Company in this respect.

8. The Client shall, in the event that the consignment cannot be delivered to its destination, to the named consignee, or the consignee refuses to accept it at its destination, immediately upon the Company's request, give the Company instructions as to the disposition of the consignment, otherwise the Company shall be

entitled to return the consignment to the Client or to take such other action as it deems best in the interests of the Client, all at the Client's cost and risk.

9. The Company shall agree the method and conditions of carriage of the consignment, select the type of means of transport and the transport route(s) in accordance with the forwarding order and the Client's known interests. The Company shall be entitled to select the carrier to carry out the individual transport operations within the individual sections of the transport route at its discretion, taking into account the nature of the consignment, the required delivery time and the known interests of the Client. The Company shall negotiate with the carriers used such terms and conditions of carriage of the Shipment as are customary for the type of carriage at the place and time of acceptance of the Shipment for carriage, taking into account the foreseeable risks and the required delivery time of the Shipment to its destination.

10. The Company shall be entitled at any time to request additional or supplementary instructions concerning the procurement of carriage of the consignment and shall advise the Client of the inadequacy of its instructions which could have been detected by the exercise of ordinary care.

V. Acts relating to the carriage of the consignment

1. The Company shall not be obliged to accept anything from the consignor or consignee of the consignment for the Client or to make any performance in respect of the consignment with such persons unless this is provided for in the forwarding order or specifically agreed.

2. At the Client's request, the Company shall arrange for the Client to receive, for the Client's account, in the carriage of the consignment, in accordance with the Forwarding Order, monies in the amount and currency specified therein, or to receive the required documents prior to the release of the consignment to the consignee. If the Recipient fails to pay the amount collected in the amount and currency specified in the forwarding order to the Company upon delivery of the shipment or fails to deliver the documents requested by the Client to the Company, the Company shall arrange for the shipment to be transported back to the Client at the Client's expense and risk unless otherwise instructed by the Client in a timely manner. The Company shall not be obliged to investigate the authenticity of the funds received or the authenticity, accuracy or completeness of the documents received from the recipient. If the Client instructs the Company to issue a consignment without the execution of a collection action or the acceptance of documents, this instruction may not be subsequently changed or cancelled. In the event of loss, destruction or damage to the documents received from the recipient, the Company shall only be liable to the Client for the actual damage caused by the fault of the Company.

VI. Rights and obligations of the Company and the Client

1. The Client is obliged to equip the consignment for transport with suitable, sufficient and safe packaging so that (i) the consignment is not damaged during transport, the storage space of the means of transport, the means of transshipment is not damaged or in contact with other items transported with the consignment, (ii) the life or health of persons or the environment is not endangered, (iii) the contents of the shipment were not accessible without removal or damage to the packaging and were marked with the Client's stamp/inspection tape; and (iv) the shipment could be handled and reloaded in the normal manner without damage or destruction, and furthermore, the contents of the shipment were legibly and visibly marked with information about the contents and nature of the shipment and how to safely handle the shipment. In the event of

inadequate, unsafe or damaged packaging of the Consignment, the Company shall be entitled to arrange for repackaging of the Consignment at the Client's expense and risk or to refuse carriage of such Consignment and return the Consignment to the Client at the Client's expense. The Client shall be liable to pay for any damage caused to persons, means of transport or other consignments by defects in the packaging of the consignment, as well as any costs incurred on this account, unless the defect would have been visible or known at the time of acceptance of the consignment and the person accepting the consignment would have had no objection to it. Unless otherwise agreed, the Client shall arrange for the handling, loading, stowage, storage, transfer and unloading of the consignment at the destination or its temporary storage at its own expense and risk in the course of the carriage of the consignment. The Company shall arrange for the handling, loading, stowage, storage, transfer and unloading of the consignment at the destination or its temporary storage for the Client in the course of the carriage of the consignment at the Client's express request, in accordance with the Forwarding Order.

2. The Client shall ensure that the consignment is ready for collection by the carrier at the place and time specified in the forwarding order, otherwise at a time specified by the Company, and further that the consignee or other person designated by him takes delivery of the consignment at the place and time of delivery, or at such later time as may be notified by the Company to the Client. The Client shall ensure that the person taking delivery of the consignment at the place of destination proves his identity to the Company or the carrier with a valid identity document and confirms receipt of the consignment on the relevant document relating to the carriage, otherwise the Company shall be entitled not to hand over the consignment and to arrange carriage of the consignment back to the Client at the Client's expense.

3. The Company shall inform the Client of any damage to or to the consignment of which it has credible knowledge and request instructions from the Client. In the event that the Shipment is threatened with detention, destruction, loss or substantial deterioration, the Client shall, within 24 hours of receipt of the report, give the Company the required instructions, otherwise appropriate to the nature of the danger, as to the handling of the Shipment. If the Company does not receive instructions in time or if the shipment is in imminent danger, the Company shall be entitled to sell the shipment in an appropriate manner at the Client's expense. If the consignment is completely damaged or destroyed, the Company shall be entitled to hand over the resulting waste for disposal at the Client's expense, in accordance with the relevant legislation.

4. The Client shall ensure proper inspection of the condition of the consignment upon delivery to the authorised person. The Client is obliged to inform the Company immediately, within 24 hours at the latest, of the damage found on the consignment by filing a claim, including the identification of the damaged consignment, description and extent of the damage and documents proving it. Together with the claim, the Client shall quantify the damage claimed. The Client is obliged to provide the Insurer, the Company or a person designated by the Company, at the Company's request, with the opportunity to inspect the damaged consignment and its contents, including all documents relating to the consignment. expense and risk or to refuse carriage of such Consignment and return the Consignment to the Client at the Client's expense. The Client shall be liable to pay for any damage caused to persons, means of transport or other consignments by defects in the packaging of the consignment, as well as any costs incurred on this account, unless the defect would have been visible or known at the time of acceptance of the consignment and the person accepting the consignment would have had no objection to it. Unless otherwise agreed, the Client shall arrange for the handling, loading, stowage, stowage, transfer and unloading of the consignment at the place of destination, or even its temporary storage, at its own expense and risk, in the course of the carriage of the consignment. The Company shall arrange for the handling, loading, stowage, stowage, transfer and unloading of the

consignment for the Client in the course of the carriage of the consignment at the Client's express request, in accordance with the Forwarding Order.

VII. Termination of the Forwarding Contract

1. The company is entitled to terminate the forwarding contract by immediate cancellation if:

- a) the Client fails to immediately complete or clarify the contents of the forwarding order or to deliver it in printed form to the Company at the latter's request, despite the Company's request to do so,
- b) the Forwarding Order contains a requirement for insurance of the consignment which cannot be negotiated at arm's length,
- (c) the consignment is not provided with suitable, sufficient and secure packaging in accordance with these terms and conditions and the forwarding contract,
- (d) an Excluded Shipment is to be or has been tendered for carriage,
- e) the Shipment cannot be delivered to its destination due to Force Majeure for a period of more than one week,
- f) the Client willfully or seriously breaches any of its obligations under the Forwarding Contract or these Terms and Conditions or it becomes apparent that it will breach such an obligation,
- g) the Client becomes in default in the payment of remuneration or reimbursement of expenses for a period of more than one month,
- h) the Client enters into liquidation or bankruptcy or restructuring proceedings are commenced against it.

2. In the event of termination of the forwarding contract, the Company shall arrange for the shipment to be transported back to the Client or otherwise disposed of as instructed by the Client, all at the Client's expense and risk.

VII Other arrangements

All information of a commercial, economic, organizational and security nature concerning the Company or the Client, their business partners and the services provided by the Company, as well as data concerning the senders, addressees, recipients or dispatchers of the shipment, as well as the content and nature of the shipment, or other information marked as confidential by the Company or the Client, which is not commonly known or generally available, shall be considered confidential, (hereinafter referred to as "Confidential Information"). Confidential Information that is not generally known or publicly available shall not be used by the Company or the Client against itself or for any other person without lawful cause, nor shall it be disclosed or otherwise disclosed to any other person for any purpose other than the performance of the Contract, and

shall ensure that the duty of confidentiality and the prohibition of misuse are equally observed by the personnel or other persons used for the performance of the Contract. The obligation of confidentiality shall continue until such time as the Confidential Information becomes generally known or publicly available.

2. The Company and the Client declare that they are aware of all obligations arising from the legislation on the protection of the right of natural persons to the protection of personal data, respectively in connection with the processing of personal data and on the free movement of such data, in particular arising from Regulation (EU) No.2016/679 of the European Parliament and of the Council of the General Data Protection Regulation, as well as from Act No.18/2018 Coll. Z., on the protection of personal data and on amendments to certain acts, all as in force from time to time, (hereinafter all together referred to as the "Legal Protection of Personal Data"), acknowledge that they will transfer (disclose) personal data of natural persons - the Client, the sender and the recipient of the shipment - within the framework of and for the purpose of the performance of the forwarding contract, their employees and employees of the Company and carriers, namely name, surname, position (function), address, telephone number and e-mail address, registration number, VAT number and bank account information, (hereinafter referred to as "personal data") for the purpose of carrying out certain operations in accordance with them, for the purpose of arranging transport and delivery of the consignment to the consignee, respectively. for the performance of the forwarding contract, or for their processing, and that they are not aware of any circumstance that would prevent the timely and effective protection (safeguarding) of personal data and the rights of natural persons to whom the personal data relate (data subjects), including the adoption of the necessary technical and organizational measures and the treatment of them under the conditions provided for by the legal protection of the OU and contained in these terms and conditions.

3. Personal data will be processed by the Company for the purpose of performance of the forwarding contract or provision of forwarding services to the Client, for the duration of the forwarding contract.

Personal data will be collected, recorded, recorded, organised, structured, stored, adapted or altered, viewed, used, accessed by transmission, filed, erased and otherwise processed by the Company to the extent necessary for the purpose of processing. The Company is entitled to partially entrust another processor with the processing of personal data.

4. The Company and the Client shall adopt and maintain appropriate technical and organisational measures, taking into account the potential risks involved in the processing of personal data, in particular to maintain a level of security such as to prevent, to the greatest extent possible according to its technical and personnel capabilities, unauthorised or accidental physical or remote (electronic) access to personal data, alteration, accidental or unlawful destruction, erasure or loss, unauthorised consultation, reproduction, transmission or other unauthorised processing, as well as any other misuse of personal data in breach of the obligations arising from the legal protection of personal data, process, document and regularly review (test, assess and evaluate) the effectiveness of the measures taken.

5. The Company and the Client will notify each other immediately of any breach of security of Personal Data or unauthorized disclosure of Personal Data, no later than 72 hours after becoming aware of it, indicating all the circumstances, including the number of data subjects and records affected, and the preventive and corrective measures they have taken.

6. The Company shall be entitled to send commercial and other advertising communications to the Client in connection with the provision of its services, provided that the Client shall have the right at any time to

prohibit the Company from sending such communications or to order the Company to cease such advertising. The Company shall be entitled to include the Client's business name and general characteristics of the services it provides to the Client in advertising or information about its business in a reasonable manner.

IX. Final Provisions

1. The legal relations of the Company and the Client shall be governed by the provisions of the Commercial Code of the Slovak Republic and other legal regulations of the legal order of the Slovak Republic, in the effective version, and any disputes between them shall be decided by the courts of the Slovak Republic.
2. In the event of damage or loss of the consignment, where the Client does not demand the delivery of the consignment, the Company shall acquire the ownership right to the consignment at the moment of payment of compensation to the Client.
3. The Company shall, at its option, have a lien on the consignment from the time of its receipt until it is delivered to the consignee or the Company, to secure all claims, both due and undue, which it has against the Client or the consignee. The Company shall be entitled to sell the detained consignment in a manner other than by public auction, including by direct sale. In the event that the carrier exercises its lien against the consignment, the Company's lien shall apply to the Client's claim for payment of the proceeds after monetization of the detained consignment. The cost of the Company's exercise and enforcement of the lien shall be borne by the Client.
4. The Client shall not be entitled to assert against the Company any rights arising from contracts concluded by the Company with other persons on behalf of the Client, as well as claims for compensation for damage caused by such persons to the Client, even if the Company does not indicate in the report on the execution of the shipment the person with whom it has concluded the relevant contract on behalf of the Client in the execution of the forwarding order. The Company shall, at the Client's request and expense, provide the Client with the necessary assistance to enable the Client to assert such claims and shall assign to the Client all related rights acquired by the Company in connection with the procurement of the shipment and the acts related thereto.
5. If the Company, as freight forwarder, is liable for damage to the consignment, its obligation to indemnify shall be limited as follows :

In the event of damage to the consignment occurring during international road transport by means of a means of transport or during handling related to the transport (e.g. loading, transshipment, unloading), the amount of the damage shall be limited to XDR 8.33 per 1 kg gross weight of the damaged, destroyed or lost goods, up to a maximum of XDR 20,000 per damage event.

6. In the event of damage to the consignment during national road transport by means of a means of transport or during handling related to the transport (e.g. loading, transshipment, unloading), the amount of the damage shall be limited to EUR 15,000.- per claim.

7. If the Company, as freight forwarder, is liable for damage to the consignment in other modes of carriage, its obligation to compensate for the damage is limited to the limits set by the individual international conventions applicable to the particular mode of carriage.

8. The Company's liability for damages to the Client shall always be limited to actual damages only and the Company shall not be obliged to satisfy the Client's claim for lost profits and other consequential and/or indirect damages against the Company. The Company shall not be liable to the Client for delay in performance of an obligation unless this is due to its fault.

9. The Company shall not be liable to the Client for any damage to the consignment or other loss if any: (i) the use of the method of carriage or the equipment of the means of transport required by the Client, (ii) the lack of packaging or defective packaging of the Shipment, (iii) the handling, loading, stowage or unloading of the Shipment by the Client, the Sender, the Consignee or persons acting for the Client, the Sender or the Consignee, (iv) the inherent nature of the Shipment, including normal wastage, or as a result of Force Majeure, (v) insufficient or erroneous mark or number of the consignment or inadequate information about the contents and nature of the consignment, (vi) the Client's instructions concerning the handling of the consignment or the person appointed by the Client to perform the forwarding contract, (vii) on the goods contained in the consignment, without any apparent breach of the packaging of the consignment.

Force Majeure for the purposes of this Agreement shall be deemed to be an impediment which occurs independently of the Obligated Party's will and prevents the Obligated Party from performing its obligation if the Obligated Party could not reasonably be expected to avert or overcome the impediment or its consequences, and further, that at the time the obligation arose the impediment would have been foreseeable, in particular, but not limited to, war (declared or undeclared), a state similar to war, revolution, rebellion, military or civil coup d'état, blockade, embargo, governmental order, fire, flood, tidal wave, typhoon or other inclement weather on the scale of a catastrophe, earthquake, epidemic. A party affected by a force majeure event shall not be liable for failure to perform an obligation under this Agreement until such time as the force majeure event no longer exists and is no longer applicable. An event of force majeure under this clause shall release the agreed party from all obligations, liability, contractual penalties and other sanctions.

10. If the Client uses or appoints another person to perform this Agreement, the Client does so at its own risk and is liable for the acts and omissions of such person as its own acts and omissions, regardless of whether the person used or appointed acted within or outside the scope of its employment. The Client shall also be liable for the acts or omissions of the sender or recipient whom it has appointed to dispose of the consignment.

11. In the event that the Client's rights and obligations under the forwarding contract are transferred to another person, the Client shall be liable for all obligations that have been transferred to that person together with the forwarding contract.

12. The Company shall be entitled to set off any of its receivables, whether due or not, against any receivables of the Client. The Company shall be entitled to transfer (assign) the Forwarding Contract, any part thereof or any rights or obligations thereunder to another person without the consent of the Client.

13. The Client is not entitled to set off any of its claims against the Company's claims, to assign any claim against the Company to another person or to assert it through another person, to assign the Forwarding

Contract, any part thereof or any rights and obligations arising therefrom to another person without the Company's consent.

14. These terms and conditions form part of the content of the forwarding contract concluded between the Company and the Client and are thus an integral part thereof. Any reference to these Terms and Conditions shall mean that the rights and obligations of the Company and the Client shall be governed by these Terms and Conditions to the extent not inconsistent with the arrangements contained in any separate written agreement between the Company and the Client. The Company shall be entitled to unilaterally change the contents of these Terms and Conditions at any time to the extent appropriate, provided that such change shall be effective upon its posting on the website www.suus.com/sk-root.

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